


ADDENDUM No. 3

TO: ALL BIDDERS
FROM: CITY OF HIALEAH
BID #: 2013-14-9500-00-011
RE: RECYABLE MATERIALS PROCESSING SERVICES
DATE: August 04, 2014

The original contract documents for the entitled: **ITB - Recyclable Materials Processing Services** need to be amended as noted in this Addendum No. 3.

This Addendum No. 3 consists of 12 typed pages and 2 attachments. All other items and conditions of the original Contract Documents shall remain unchanged. This Addendum shall become a part of the Contract Documents.

Approved for issue:  Date: August 04, 2014
Angel Ayala - Purchasing Director

ACKNOWLEDGMENT

Receipt of this Addendum No. 3 shall be acknowledged in the space provided on the ADDENDUM RECEIPT form – ARF (Copy attached) now a part of the Contract Documents to be faxed immediately to the City of Hialeah Purchasing Division (305) 883-5871 and submitted with sealed bids.

QUESTIONS AND ANSWERS:

On July 25, 2014, the City received a list of questions from Progressive Waste Solutions of Florida, Inc. ("Progressive"), concerning the City's ITB. Progressive's questions are quoted below. The City's responses to Progressive's questions are set forth in *italics* beneath each question.

Progressive's Question No. 1:

1. Section, 2.2.9, Page 10-11:

If the bidder is a subsidiary, will the City accept copies of the most recent annual financial reports and audits of the subsidiary's parent company?

City's Response:

Yes, the records of the parent corporation are acceptable, if the records provide the requested information concerning the Bidder (i.e., subsidiary).

Progressive's Question No. 2:

2. Section, 2.2.9, Page 10-11:

Could the City please clarify what documentation is required for the Bidder to demonstrate its ability to satisfy its financial commitments to the City under the agreement?

City's Response:

The City would like to see documentation confirming that the Bidder is solvent and operating profitably.

Progressive's Question No. 3:

3. Section 3.2, Page 14:

Could the City please clarify how the annual revenue will be determined as a method of award, as it would appear that the language in the first paragraph on this page differs from how to arrive at the annual revenue based on the calculation of the Contractor's monthly fee to the City for each Ton of Program Materials delivered to the Designated Recycling Facility as articulated in Section 6. A. (1) (a-d) of the Agreement?

City's Response:

The City's work will be awarded on the basis of the net revenue that will be derived by the City for its Program Materials. Net revenue will be calculated in the manner described in Section 3.2 of the City's ITB. The calculation of net revenue is different than the calculation of the monthly payments to the City under Section 6 of the Agreement for Processing Recyclable Materials ("Agreement"). More specifically, when the City decides whether to award its work to a Bidder, the City will consider the costs the City will incur when transporting its Program Materials to the Bidder's Designated Recycling Facility. After the City awards its work to a Bidder, the payments to the City will be calculated in accordance with Section 6 of the Agreement. After the award, it will not be necessary for the Bidder/Contractor to account for the City's transportation costs.

Progressive's Question No. 4:

4. Section 3.15, Page 19:

Could the City please clarify and confirm if bidders' qualifications will be reviewed at the bid opening? Additionally, will a determination be made during the bid opening to deem bidders as qualified before the Program Materials Revenue Forms are read aloud in accordance with Section 3.2 on page 13?

City's Response:

The Bidders' qualifications will not be evaluated at the "bid opening"—the date and time when the bids are submitted to the City. The Bidders qualifications will be evaluated by the City at a later date. If a Bidder is deemed qualified, the Bidder's Cost Proposal and Program Materials Revenue Form will be opened. The Cost Proposals and the Program Materials Revenue Forms will not be opened on the day when the Bids are submitted to the City.

Progressive's Question No. 5:

5. Section 4.1, Page 20:

Would the City please consider removing the requirement that each bid be double-sided as some of the forms contained in the bid have multiple pages that require original signatures and might be difficult to ensure that such forms are double sided?

City's Response:

Each Bidder should use double-sided paper, but only to the extent the Bidder deems it practicable to do so. A Bidder will not be disqualified if the Bidder uses single-sided paper in its Bid.

Progressive's Question No. 6:

6. Section 4.2, Page 20:

Could the City please confirm if bidders shall submit one (1) Original bid and five (5) complete copies in an envelope or package?

City's Response:

Yes, a Bidder should submit its original bid and five (5) copies in one envelope or package. Please also note the City's Response to Progressive's Question No. 7.

Progressive's Question No. 7:

7. Section 4.3, Page 20:

Could the City please confirm if bidders can submit one (1) Original and five complete copies of the "Qualification Package" in one (1) envelope or package and one (1) Original and five complete copies of the "Cost Package" in (1) envelope or package?

City's Response:

Yes, a Bidder must submit the original and five (5) copies of the Qualification Package in one envelope or package. A Bidder also must submit the original and five (5) copies of the Cost Package in a different envelope or package. These two (2) envelopes or packages (i.e., one envelope or package for the Qualification Package and one separate envelope or package for the Cost Package) must then be placed in one larger envelope or package. Stated differently, the City wants to receive the Bidder's entire submittal in one envelope or package, which shall contain two (2) separate envelopes or packages—one for the Qualification Package and a separate one for the Cost Package.

Progressive's Question No. 8.A:

8. Appendix C, Program Materials Revenue Form, Page 26:

Could the City please clarify how the Bidder shall determine and write the percentage of the Average Market Value that it will pay to the City for each Ton of Program Materials delivered to the Bidder's Designated Recycling Facility as the following language after the words "Average Market Value in the first paragraph on this page: "(minus the Contractor's service fee)," is somewhat unclear.

City's Response:

The Contractor's payments to the City shall be calculated in the manner described in Section 6 of the Agreement. The Bidder should use the same method of calculation when deciding how much of the Average Market Value ("AMV") the Bidder will offer to pay the City. In the Program Materials Revenue Form, the language quoted by Progressive [i.e., "(minus the Contractor's service fee)"] refers to the Contractor's fee of Fifty Dollars (\$50.00), as described in Section 6.A(1)(b) of the Agreement.

Progressive's Question No. 8.B:

Would the City consider having the following language and example provided below incorporated onto Appendix C, Program Materials Revenue Form to assist with determining the percentage of the Average Market Value that Bidder shall write on the form?

Payment Per Ton shall be calculated as follows:

Each month, the Contractor shall calculate the AMV of the City's Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net, multiplied by the composition percentages identified in Section 3.2 on page 15 of the bid and Exhibit 2 on page 30 of the Agreement.

A fifty dollar (\$50.00) Contractor's Fee shall be deducted from the AMV. This fee shall be adjusted as specified in Section 6.A.(2).

The Contractor shall pay the City a percentage, as provided in Exhibit 1, of the remaining amount, for each Ton of Program Materials delivered to the Designated Recycling Facility during that month. The percentage payable to the City is _____ percent (____%) of the AMV (net of Contractor's Fee).

Example:

AMV - \$50.00 (Contractor's Fee) x _____% (Bid Percentage) = \$_____ (Corresponding revenue per ton based on AMV and Bid Percentage)

City's Response:

Progressive's proposed text is similar, but not identical, to the text in the Agreement. The City will revise Appendix C, the Program Materials Revenue Form, to include the relevant text from the Agreement. Appendix C, as revised, is attached to this Addendum. Each Bidder must submit the revised version of Appendix C with their Bid.

Progressive's Question No. 9:

9. Form A-2 – Non-collusion Affidavit of Prime Bidder, Page 30:

Where shall the printed name and title of the bidder's authorized representative be placed on this page?

City's Response:

The printed name and title of the Bidder's authorized representative should be placed in Section (1), as shown on Form A-2.

Progressive's Question No. 10:

10. Form A-3 – Insurance Requirements, Page 31 (Third Paragraph from the bottom of page): Would the City, please consider deleting the following language "arising out of" and inserting the following language in its place "caused by the negligence or willful misconduct of contractor in?"

City's Response:

The City will revise this section in Form A-3. As revised, Form A-3 shall read as follows:

The Contractor shall take note of the indemnification contained in the Agreement, and The Contractor shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the indemnification provisions in the Agreement from any and all claims arising out of the Contractor's operations.

[Note: New language is underlined and deleted language is shown as stricken.]

A revised version of Form A-3 is attached to this Addendum. Each Bidder must submit the revised Form A-3 with their Bid.

Progressive's Question No. 11:

11. Form A-3 – Insurance Requirements, Page 32 (Last section on the page): Would the City please consider deleting the section titled "Small Deductible Policies?"

City's Response:

The City will revise the section entitled "Small Deductible Policies" in Form A-3. As revised, Form A-3 shall read as follows:

All policies issued to cover the insurance requirements herein shall must satisfy the requirements contained in the Agreement. ~~provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.~~

A revised version of Form A-3 is attached to this Addendum. Each Bidder must submit the revised Form A-3 with their Bid.

Progressive's Question No. 12:

12. Form A-3 – Insurance Requirements, Page 33, (13. LIABILITY):

Would the City please consider deleting this provision as it appears to be covered in further detail in the indemnification section of the agreement?

City's Response:

The City does not understand this comment because the comment does not appear to correspond with the sections of the ITB. Form A-3 does not include page 33 and there is no Section 13 in Form A-3. Form A-4 contains a Section 13, but Section 13 is not located on page 33 of the ITB, and Section 13 is not entitled "Liability." Further, Section 13 of Form A-4 is not applicable to this ITB and, therefore, Section 13 does not need to be deleted.

Progressive's Question No. 13:

13. Form A-4, Insurance Requirements, Page 34:

Whose signature shall be placed in the location for "Signature of Bidder's Agent" on this page?

City's Response:

The Bidder's insurance agent should sign in this location.

Progressive's Question No. 14:

14. Form A-4, Insurance Requirements, Page 34:

Whose signature shall be placed in the location for "Signature of Florida Resident Agent" on this page?

City's Response:

The Bidder's Florida resident insurance agent should sign in this location.

Progressive's Question No. 15:

15. Form A-4, Insurance Requirements, Page 34:

Could the City please clarify what information should be placed in the location below for "Agent's Errors and Omissions Policy" on this page?

City's Response:

In this location, the Bidder should identify: (1) the company that provides the agent's Errors and Omissions Policy; (2) the expiration date of the Errors and Omissions Policy; (3) the amount of coverage provided under the Errors and Omissions Policy; and (4) the Policy Number for the Errors and Omissions Policy.

Progressive's Question No. 16:

16. Form A-4, Insurance Requirements, Page 34:

Could the City please clarify what information should be placed in the location for "Name and Location of Agency" on this page?

City's Response:

In this location, the Bidder should provide the name and location of the insurance agency for the Bidder's Florida resident insurance agent.

Progressive's Question No. 17:

17. Agreement, Section 4 D. (1), Page 8:

Would the City please consider inserting the following language: "non-propriety and non-confidential," between the words "the" and "records" in the third line of this provision?

City's Response:

No. The Agreement requires the Contractor to "create, maintain, and make available all of the records required [under the Agreement] as well as any records required under Applicable Law." The City will not change this provision in the Agreement because the City does not want the Contractor to refuse to produce its records under a broad claim that such documents are "proprietary" or "confidential."

Progressive's Question No. 18:

18. Agreement, Section 4 D. (5), Page 8

Would the City please consider inserting the following language: "non-propriety and non-confidential," between the words "the" and "books" in the first line of this provision?

City's Response:

No. Under the Agreement, the Contractor must maintain and allow access to its records relating to the Contractor's performance under this Agreement.

Progressive's Question No. 19:

19. Agreement, Section 6. A. (3-5), Page 10-11:

Could the City please clarify what the methodology will be for conducting the composition study?

City's Response:

The methodology used for any composition study must be designed to fairly determine the components of the Program Recyclables delivered to the Contractor's Designated Recycling Facility. The City anticipates that any such study shall use a methodology that is comparable to or more comprehensive than the one used by the City in May 2014 for the purposes of preparing the City's ITB. The City's 2014 composition study is available on the City's webpage. The methodology used for the City's composition study is described in Appendix A to that study.

Progressive's Question No. 20:

20. Agreement, Section 6. A. (3-5), Page 10-11:

Would the City please consider having the final methodology for the composition study, and the selection of a qualified Person to conduct the study approved by mutual agreement between the City and Contractor?

City's Response:

No. The City will fairly consider any recommendations made by the Contractor, but the City reserves its exclusive right to approve (a) the methodology used in the composition study and (b) the Person that will conduct the composition study.

Progressive's Question No. 21:

21. Agreement, Section 6. A. (3-5), Page 10-11:

Will there be a set frequency for how often a composition study can be conducted?

City's Response:

No. It is anticipated that a composition study will not be conducted unless one or both Parties believe the last composition study is no longer representative of the makeup of the City's Program Materials.

Progressive's Question No. 22:

22. Agreement, Section 8. B., Page 12:

Would the City please consider inserting the following language: "but only after the Contractor's failure to cure within twenty-four (24) hours of notice of such failure from the City," after the word "amounts" on the last line of this provision?

City's Response:

No. However, the City will revise Section 8.B.(4) of the Agreement to read as follows:

Failure to submit timely records and reports (Section 4.E.) within one Work Day after the Contactor receives notice of such failure from the City.

The Agreement shall be revised, as shown above, before the Agreement is executed by the Parties.

Progressive's Question No. 23:

23. Agreement, Section 9, Page 13:

Would the City please consider deleting the following language: "and shall resume regular service no later than the date when the City or the City's Contract Hauler (if any) resumes the collection of Program Materials," on the third and fourth line of this section?

City's Response:

Yes. This sentence in Section 9 of the Agreement shall be revised to read as follows:

~~"However, Contractor shall make its best effort to resume regular service as soon as possible, and shall resume regular service no later than the date when the City or the City's Contract Hauler (if any) resumes the collection of Program Materials."~~

The Agreement shall be revised, as shown above, before the Agreement is executed by the Parties.

Progressive's Question No. 24:

24. Agreement, Section 12, A., Page 15:

Would the City please consider inserting the following language: "To the extent covered by applicable insurance," in front of the word "Contractor" at the beginning of this section?

City's Response:

No. The Contractor's obligation to indemnify the City shall not be limited by the scope or amount of the Contractor's insurance.

Progressive's Question No. 25:

25. Agreement, Section 12, A., Page 15:

Would the City please consider deleting the following language: "of any kind (including negligent, reckless, willful or intentional) on the sixth line of this section and inserting in its place the following language: ("claims"), to the extent caused by the negligent or willful?"

City's Response:

No. The Contractor's obligation to indemnify the City shall not be limited in the manner requested.

Progressive's Question No. 26:

26. Agreement, Section 12, A., Page 16:

Would the City consider inserting the following language: "However, Contractor shall not be liable and its indemnification obligations shall not apply to any and all claims caused by the negligent or willful acts or omissions of the City" after the last sentence of this section?

City's Response:

No. However, the City will revise Section 12.A. of the Agreement by adding the following sentence to the end of the existing text:

"However, Contractor's indemnity does not include claims caused by the negligent acts or omissions of the City."

The Agreement shall be revised, as shown above, before the Agreement is executed by the Parties.

Progressive's Question No. 27:

27. Agreement, Section 12, B., Page 16:

Would the City please consider deleting the following language: "by Contractor" and inserting the word "City" in its place on the fifth line of this section along with deleting the remaining language of this section?

City's Response:

No. The City will not make the requested change.

Progressive's Question No. 28:

28. Agreement, Section 15, B., Page 19:

Would the City please consider deleting this section?

City's Response:

No. The City will not make the requested change.

Progressive's Question No. 29:

29. Agreement, Section 15, C., Page 19:

Would the City please consider deleting the word "City" and inserting the following words "either party" in its place on the second line of this section?

City's Response:

No. The City will not make the requested change.

Progressive's Question No. 30:

30. Agreement, Section 16, Page 19:

Would the City please consider deleting the word this section?

City's Response:

No. The City will not make the requested change.

Progressive's Question No. 31:

31. Agreement, Section 25, Page 22:

Would the City please consider deleting the following language: "THE PARTIES EXPRESSLY, VOLUNTARILY, AND IRREVOCABLE WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT," on the second and third line of this section?

City's Response:

No. The City will not make the requested change.

Progressive's Question No. 32:

32. Agreement, Section 36, Page 24:

Would the City please consider inserting the following language: "non-proprietary and non-confidential," between the words "the" and "books" on the first line of this section?

City's Response:

No. The City will not make the requested change.

Progressive's Question No. 33:

33. Agreement, Section 40, Page 25:

Would the City please consider deleting this section?

City's Response:

No. The City will not make the requested change.

Progressive's Question No. 34:

34. Exhibit 3, Page 31:

Could the City please clarify if the total amount of Program Materials used for the calculations of monthly payments to the City will include residue, rejects, contamination, and polycoated cartons? Would the City consider that the items mentioned in the previous question should not be included in the calculations for purposes of determining the monthly payments to the City? Would the City also consider not including inbound tonnage that is not marketable in the determination of the calculation of monthly payments to the City?

City's Response:

The Contractor's monthly payments to the City shall be based on the weight of all of the Program Materials delivered by the City or its Contract Hauler to the Contractor's Designated Recycling Facility, including any material that is deemed to be a residue, reject, contaminant, or polycoated carton. Stated differently, the payments to the City will be based on all of the in-bound tonnage that is delivered to the Designated Recycling Facility, including material that is not marketable.

CITY OF HIALEAH

ITB-Recyclable Waste Materials

2013/14-9500-00-011

ADDENDUM No. 3

COMPANY NAME _____

ADDRESS _____

PHONE NO. _____

CONTACT NAME _____ SIGNATURE _____

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM BY SIGNING AND DATING BELOW: (Copy of this form must be faxed immediately to the City of Hialeah at (305) 883-5871).

ADDENDUM

SIGNATURE

DATE

3

ARF

Appendix C (Revised July 28, 2014)

PROGRAM MATERIALS REVENUE FORM

RECYCLABLE MATERIALS PROCESSING SERVICES

ITB No.: 2013-14-9500-00-011

The Contractor's payments to the City shall be calculated in the manner described in Section 6.A of the Agreement for Processing Recyclable Materials ("Agreement"), which is attached to the City's ITB. Sample calculations are presented in Exhibit 3 to the Agreement.

In pertinent part, Section 6.A.1 of the Agreement provides:

"(a) Each month, the Contractor shall calculate the Average Market Value (AMV) of the Program Materials, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net, multiplied by the composition percentages identified in Exhibit 2 [of the Agreement]. . . .

(b) A Contractor's Fee of Fifty Dollars (\$50.00) per Ton shall be deducted from the AMV. This fee shall be adjusted as specified in Section 6.A.(2) [of the Agreement].

(c) The Contractor shall pay the City a percentage, as provided in Exhibit 1 [of the Agreement], of the remaining amount, for each Ton of Program Materials delivered to the Designated Recycling Facility during that month. The percentage payable to the City is _____ percent (____%) of the AMV (net of Contractor's Fee)."

In this ITB, the City wants to determine the percentage that a Bidder/Contractor will pay to the City pursuant to Section 6.A.1(c) of the Agreement.

In the space provided below, the Bidder shall write the percentage that the Bidder will pay to the City, pursuant to Section 6.A.1(c) of the Agreement, for each Ton of Program Materials delivered to the Bidder's Designated Recycling Facility by the City or its Contract Haulers:

_____ Percent of AMV [write the number in words]

_____ % of AMV [write the number]

- A. By signing and submitting this document, the Bidder: (1) acknowledges that he/she/it has carefully reviewed the terms, conditions, and requirements contained in this Solicitation, including the Agreement; and (2) if selected by the City, the Bidder will promptly execute the Agreement, as is, without change, and will comply with the requirements in the Agreement.
- B. The Bidder agrees that, after the City's Program Materials are delivered to the Bidder's facility, any and all costs associated with Processing, marketing, and transporting the Program Materials (including but not limited to the costs for the transportation and

disposal of Rejects and Residue) shall be paid by the Bidder, except when the Agreement explicitly provides otherwise.

- C. The Bidder acknowledges that the capitalized words in this form are defined in the Agreement and shall have the meaning set forth therein.
- D. By signing and submitting this document, I hereby certify that I am authorized to act on behalf of the Person (i.e., individual, partnership, corporation, association, or other entity) submitting this Bid and that all statements made in this Bid are true and correct. The Bidder agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for the delivery of Bids. If the Bidder is selected as the top-ranked Bidder, the Bidder agrees to hold this offer open for such further period as is necessary for obtaining a final award and executing the Agreement.

Name of Bidder (Please Print)

Name of Bidder's Agent (Please Print)

Title:

Signature of Bidder's Agent

Date:

WITNESSES

Witness Name (Please Print)

Witness Signature

Witness Name (Please Print)

Witness Signature

Form A-3 (Revised July 28, 2014)

INSURANCE REQUIREMENTS

See Insurance Check List for applicability to this contract.

The Contractor shall be responsible for its work and every part thereof, including all materials, tools, appliances and property of every description used in connection therewith. The Contractor shall specifically and distinctly assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property, wherever located, resulting from any action or inaction of the Contractor under the Agreement for Processing Recyclable Materials (Agreement) or in connection with the work.

The Contractor shall, during the work under this Agreement, including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance covering all employees including any and all leased employees, to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the Contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the Agreement or in connection with the work.

Maintain Automobile Liability Insurance, including Property Damage, covering all used or operated automobiles and equipment used in connection with the work.

When naming the City of Hialeah as an additional insured onto the Contractor's policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

The insurance coverage shall extend to and include the contractual indemnity and hold harmless language contained in the Agreement.

Original, signed certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the Contractor, before the work is started, with the City of Hialeah. The certificate must state the Solicitation Number and Title.

Products and Completed Operations Liability shall be provided, as stated in the Insurance Check List.

The Contractor will secure and maintain policies for subcontractors. All policies shall be made available to the City upon demand.

The Contractor shall take note of the indemnification contained in the Agreement, ~~and The Contractor shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the indemnification provisions in the Agreement from any and all claims arising out of the Contractor's operations.~~

Further, the Contractor will notify its insurance agent without delay of the existence of the indemnification requirement contained within the Agreement, and furnish a copy of the Agreement to the insurance agent.

The City shall be named as additional insured on the Automobile and General Liability policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possesses.

SUPERVISION

Contractual and any other Liability Insurance provided under the Agreement shall not contain a supervision, inspection, engineering services exclusion that would preclude the City from supervising and/or inspecting the Contractor's work. The Contractor shall assume all on-the-job responsibility as to the control of Persons directly employed by the Contractor and/or the subcontractor and Persons employed by the subcontractor.

CONTRACTS

Nothing contained in the Solicitation or Agreement shall be construed as creating any contractual relationship between any subcontractor and the City.

The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them, as the Contractor is for acts and omissions of Persons directly employed by the Contractor.

PROTECTION

Precautions shall be exercised at all times for the protection of Persons, including employees, and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor during the term of the Agreement. The Contractor shall be held responsible for any damage to any Person or property occurring by reason of the Contractor's operation under the Agreement.

CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under the Contractor's policy shall not restrict the coverage provided by the policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

CERTIFICATE OF INSURANCE

THE CITY TO BE ENDORSED ONTO THE POLICY AS AN ADDITIONAL INSURED THUS PROVIDING THE CANCELLATION NOTIFICATION PROVISIONS TO THE CITY AS FOUND IN THE POLICY.

OUT-OF-STATE NON-RESIDENT AGENT

When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

SMALL DEDUCTIBLE POLICIES

All policies issued to cover the insurance requirements herein shall must satisfy the requirements contained in the Agreement, provide full coverage from the first dollar of exposure. ~~No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.~~